

State of Nebraska, Knox County, ss. Filed for Record and Entered on Numerical Index this 12 day
of Sept A.D. 19 78 at 8 o'clock and 30 minutes A M. and recorded in Book 27
Page 539, Miscellaneous Record. Wm. N. Iseman, Jr., County Clerk and Ex-Officio
Register of Deeds, By Joann M. Fischer Recording Clerk. Fee \$ 6.25

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EASEMENT

THE OMAHA NATIONAL BANK, a national banking association, party of the first part, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 2, Knox County, Nebraska, and to all real property owners within the boundaries of Sanitary and Improvement District No. 2, parties of the second part, an easement for the purposes of ingress and egress to and from the water source located on the property known as the Equestrian Center, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of Section 29, Township 33 North, Range 3 West, thence North along the section line, 70 feet to the center line of Devils Nest Road; thence North 80°45' East, along the center line of said road, 1,295 feet; thence North 37°50' East, along the center line of said road, 575 feet to the center of a bridge where the aforesaid road intersects Devils Nest Creek; thence continuing North 37°50' East, along the center line of the road a distance of 196 feet to the point of beginning of this description; thence South 71°47' East, a distance of 359 feet; thence South 34°43' East, a distance of 136 feet; thence South 17°23' East, a distance of 327 feet; thence South 55° 42' West, a distance of 100 feet to the water supply well, said access extending 15 feet on both sides of the above-described line.

Said easement shall include a non-exclusive right of parties of the second part to use and remove water during normal business hours.

Use of said easement by parties of the second part shall be consistent with reasonable and prudent security measures which may be taken by party of the first part.

Party of the first part will not, during the term of this easement, authorize the use of the property immediately adjacent to the said water supply well, for any purpose which could, foreseeably, degrade the quality of the water therefrom or its fitness for human consumption.

Party of the first part shall have no responsibility for the amount of supply or quality of water, other than as stipulated in this easement agreement.

Said easement shall terminate when an alternative water source is available to serve the real property owners within Sanitary and Improvement District No. 2.

IN WITNESS WHEREOF, party of the first part has caused this Easement to be executed this 2 day of August, 1978.

THE OMAHA NATIONAL BANK

By Richard C. [Signature]
Second Vice President

Attest:

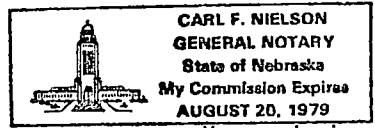
Howard H. [Signature]
Secretary



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 2 day of August, 1978, before me a Notary Public duly commissioned and qualified in and for said County, personally came the above named Richard C. Lucas, Jr., Second Vice President, and Howard H. Moldenhauer, Secretary, of The Omaha National Bank, who are personally known to me to be the identical persons whose names are affixed to the above Easement as Second Vice President and Secretary of said association, and they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said association.

WITNESS my hand and official seal the date last aforesaid.



Carl F. Nielson
Notary Public Carl F. Nielson

My commission expires: Aug. 20, 1979